

EXHIBIT C

Akin Gump

STRAUSS HAUER & FELD LLP

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February 20, 2017

VIA OVERNIGHT EXPRESS

Jamex Marketing, LLC
Attn: General Counsel
3838 Oak Lawn Avenue, Suite 1150
Dallas, TX 75201

Re: Notice of Third Party Claim Pursuant to PSA Section 8.3

Dear Sirs:

We are counsel to Bridger Logistics, LLC (“Bridger”), Ferrellgas Partners, L.P. (“FGP”) and Ferrellgas, L.P. (“FG”). We write pursuant to that certain Purchase and Sale Agreement by and between Bridger and Jamex Transfer Holdings, LLC (“JTH”) dated February 22, 2016 (“PSA”) and that related Release and Guarantee Agreement between Bridger and Jamex Marketing, LLC (“Jamex”) dated February 22, 2016 (“Guarantee Agreement”).

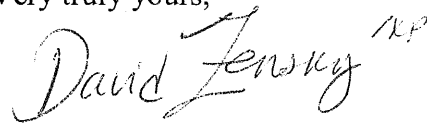
Attached hereto is a letter of today’s date directed to Jamex Transfer Holdings, LLC (“JTH”) pursuant to which Bridger, FGP and FG have sought indemnification from JTH pursuant to Section 8.3 of the PSA, the contents of which is incorporated herein. Pursuant to Section 4 of the Guarantee Agreement, Jamex expressly agreed to “absolutely, unconditionally, and irrevocably guarantee[] each and every representation, warranty, covenant, agreement and other obligation of Buyer [defined as JTH], and the full and timely payment and prompt and complete performance of Buyer’s obligations and liabilities under the provisions of [the PSA]”.

Please provide a written response to this notice by February 23, 2017, and confirm that Jamex will immediately remedy any default of JTH under the PSA as required by Section 4(b) of the Guarantee Agreement.

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Very truly yours,

A handwritten signature in cursive script that reads "David Zensky". To the upper right of the signature, there are small, handwritten initials "KF".

David M. Zensky

Encl.

cc: Trent Hampton (thampton@ferrellgas.com)
Patrick Knapp (pknapp@bridgergroup.com)
T. Ray Guy (ray.guy@weil.com)

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February 20, 2017

VIA OVERNIGHT EXPRESS

Jamex Transfer Holdings, LLC
Attn: Grant Adams, Vispi Jilla and James
Ballengee
2009 Chenault Drive, Suite 110
Carrollton, Texas 75006

Re: Notice of Third Party Claim Pursuant to PSA Section 8.3

Dear Sirs:

We are counsel to Bridger Logistics, LLC ("Bridger"), Ferrellgas Partners, L.P. ("FGP") and Ferrellgas, L.P. ("FG"). We write pursuant to that certain Purchase and Sale Agreement by and between Bridger and Jamex Transfer Holdings, LLC ("JTH") dated February 22, 2016 ("PSA") and in particular pursuant to Section 8.3 to provide notice of a Third Party Claim for which JTH is obligated to indemnify Bridger, FGP and FG.

On February 2, 2017, Eddystone Rail Company, LLC ("ERC") filed a complaint in the United States District Court for the Eastern District of Pennsylvania ("Complaint"), naming as defendants, *inter alia*, Bridger, FGP and FG. A copy of the Complaint is attached hereto. The Complaint alleges the existence of a certain Rail Facilities Services Agreement ("RSA") between ERC and Bridger Transfer Services, LLC ("BTS"). Compl. ¶ 21. The Complaint further alleges that effective February 1, 2016, Bridger sold BTS to JTH and that JTH thereafter defaulted on its alleged payment obligations to ERC¹, and that ERC has obtained an arbitration award against BTS for alleged unpaid invoices and future minimum volume payments. *Id.* ¶¶ 7, 48, 50-51. Under a variety of legal theories, ERC then seeks to collect such alleged unpaid amounts, as well as the arbitration award, from Bridger, FGP and FG. *See id.* at pp 22-23.

Bridger, FGP and FG dispute any alleged liability to ERC. Nevertheless it is plain that JTH is obligated to indemnify Bridger, FGP and FG under the PSA for all Losses² arising out of, with respect to, or by reason of the Complaint. Pursuant to Section 2.1 JTH expressly assumed

¹ In other pleadings previously filed against Bridger, ERC alleged (correctly) that all sums due under the RSA prior to February 1, 2016 were paid.

² Unless otherwise defined capitalized words have the meaning set forth in the PSA.



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all Liabilities to ERC under the RSA for periods on and after February 1, 2016. As noted above, the Complaint seeks to collect amounts which allegedly came due from BTS on or after that date. Pursuant to Section 8.2(b), Buyer (JTH) indemnifies Seller (Bridger) and its Affiliates (which includes FGP and FG) for "any breach or non-fulfillment of any covenant, agreement, or obligation to be performed by Buyer pursuant to this Agreement".

At this juncture Bridger, FGP and FG have incurred Losses in excess of \$100,000. The total amount of Loss that will be incurred in respect of the Complaint is unknown and not reasonably estimable.

Please provide a written response to this notice by February 23, 2017.

Very truly yours,

A handwritten signature in dark ink, appearing to read "David Zensky". There is a small mark above the "y" that looks like "10".

David M. Zensky

cc: Trent Hampton (thampton@ferrellgas.com)
Patrick Knapp (pknapp@bridgergroup.com)
T. Ray Guy (ray.guy@weil.com)